

0100551020

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

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OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 19111-G, A+
FILED 1995

March 7, 1995

MAR 7 1995 3:29 PM

RECEIVED
OFFICE OF THE
SECRETARY

Mar 7 3:29 PM '95

LICENSING BRANCH

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of a Third Amendment to Security Agreement-Trust Deed, dated as of March 6, 1995, a Bill of Sale and an Assignment and Assumption Agreement, also dated as of March 7, 1995, all being secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Security Agreement-Trust Deed duly filed with the Commission under Recordation Number 19111.

The names and addresses of the parties to the enclosed documents are:

Third Amendment

Debtor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Secured Party: Internationale Nederlanden (U.S.) Capital
Corporation
135 East 57th Street
New York, New York 10022-2101

Mr. Vernon A. Williams
March 7, 1995
Page 2

A description of the railroad equipment being RELEASED from the Security Agreement is set forth in Annex A attached to the ~~Second~~ Amendment.

Bill of Sale

Transferor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Transferee: ACF Industries, Incorporated
2201 Rider Trail
Earth City, Missouri 63045-1383

Assignment and Assumption Agreement

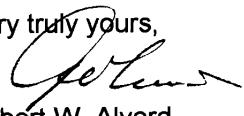
Transferor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Transferee: ACF Industries, Incorporated
2201 Rider Trail
Earth City, Missouri 63045-1383

A description of the railroad equipment covered by the Bill of Sale and Assignment and Assumption Agreement is set forth on Annex A to both documents.

Also enclosed is a check in the amount of \$63.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of each of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/7/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 3/7/95 at 3:30PM , and
assigned recordation number(s). 19111-G,H add I.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(010055020)

\$63.00 The amount indicated at the left has been received in payment of a fee in connection with a
document filed on the date shown. This receipt is issued for the amount paid and in no way indicates
acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has
been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error
or any questions concerning this fee, you will receive a notification after the Commission has had an
opportunity to examine your document.

Signature

Janice M. Fort

EXECUTION COPY

RECORDATION NO. 19111-G
MAR 7 1995 3:20 PM

SEARCHED INDEXED SERIALIZED FILED

THIRD AMENDMENT

TO

SECURITY AGREEMENT - TRUST DEED,

dated as of March 6, 1995

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

24143272

THIRD AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED

THIS THIRD AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of March 6, 1995 (this "Amendment"), is made between AKF Corp., a Delaware corporation (the "Debtor"), and INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party have heretofore entered into a certain Security Agreement - Trust Deed, dated as of December 21, 1994 (as amended prior hereto, the "Security Agreement"); and

WHEREAS, the Debtor and the Secured Party have agreed, subject to the conditions and terms hereinafter set forth, to amend the Security Agreement in certain respects as herein provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Use of Defined Terms. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Security Agreement shall have such meanings when used in this Amendment.

ARTICLE II
AMENDMENTS

SECTION 2.1. Amendment to Annex A to Security Agreement. Effective as of the date hereof, Annex A to the Security Agreement is hereby amended by the deletion of the Cars listed on Annex A hereto. Each reference to Annex A in the Security Agreement shall be deemed to refer to such Annex as amended by Annex A hereto.

SECTION 2.2. Amendment to Annex B to Security Agreement.
Effective as of the date hereof, Annex B to the Security Agreement is hereby amended by the deletion of the Equipment Leases listed on Annex B hereto. Each reference to Annex B in the Security Agreement shall be deemed to refer to such Annex as amended by Annex B hereto.

ARTICLE III

REAFFIRMATION OF SECURITY INTEREST

SECTION 3.1. Reaffirmation. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the prompt payment in full and when due (whether at stated maturity, by acceleration or mandatory prepayment or otherwise) of the Secured Obligations, has granted, and does hereby grant, to the Secured Party and its successors and assigns, a lien on and the security interest in all of the Debtor's right, title and interest in, to and under the Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into this Amendment, the Debtor represents and warrants unto the Secured Party as set forth in this Article IV.

SECTION 4.1. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Debtor of this Amendment are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, and do not

(a) contravene the Debtor's certificate of incorporation or by-laws; or

(b) contravene any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Debtor.

SECTION 4.2. Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other person or entity is required for the due execution, delivery or performance by the Debtor of this Amendment.

SECTION 4.3. Validity, etc. This Amendment constitutes the legal, valid and binding obligation of the Debtor enforceable against it in accordance with its terms.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of and References to the Security Agreement. This Amendment shall be deemed to be an amendment to the Security Agreement, and the Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect. All references to the Security Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Security Agreement as amended hereby.

SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.3. Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.4. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; AND THE SECURED PARTY SHALL BE ENTITLED TO THE BENEFITS OF THE RECORDING SYSTEM CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING OR RECORDING WITH RESPECT THERETO.

[The rest of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

AKF CORP

By

Name: Robert J. Mitchell
Title: President

State of New York)
)
 ss:
County of New York)

On this 30 day of March 1995, before me personally came Robert J. Mitchell, to me known, who being by me duly sworn, did depose and say that he resides at 3 Woodland Drive, Woodbury, New York 11797 that he is the President of AKF Corp., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors of said corporation.

Robyn G. Steinberg
Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. C1ST5026264
Qualified in New York County
Commission Expires April 18, 1996

[Signature Page to
Amendment to Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this
Amendment to be executed by their respective officers thereunto
duly authorized.

**INTERNATIONALE NEDERLANDEN
(U.S.) CAPITAL CORPORATION**

By Robert Novick
Name: Robert Novick
Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 3rd day of March, before me personally came
Robert Novick, to me known, who being by me duly sworn, did
depose and say that he resides at 135 East 57th Street, New York,
New York 10022, that he is Vice President of Internationale
Nederlanden (U.S.) Capital Corporation, the corporation described
in and which executed the foregoing instrument, and that he
signed his name thereto on the date hereof by order of the board
of directors of said corporation.

JAMES P. MCCANN
Notary Public

JAMES P. MCCANN
Notary Public, State of New York
No. Q1MC5017733
Qualified in New York County
Certificate Filed in New York County
Commission Expires September 13, 1995

ACFX	38334	ACFX	38338	ACFX	38339	ACFX	38340	ACFX	38341
ACFX	38342	ACFX	38343	ACFX	38344	ACFX	38345	ACFX	38346
ACFX	38347	ACFX	38370	ACFX	38371	ACFX	38372	ACFX	38373
ACFX	38374	ACFX	38375	ACFX	38376	ACFX	38377	ACFX	38378
ACFX	38379	ACFX	38389	ACFX	38390	ACFX	38391	ACFX	38392
ACFX	38393	ACFX	38394	ACFX	38395	ACFX	38396	ACFX	38397
ACFX	38398	ACFX	38436	ACFX	38530	ACFX	38531	ACFX	38532
ACFX	38533	ACFX	38534	ACFX	38535	ACFX	38537	ACFX	38538
ACFX	38539	ACFX	38540	ACFX	38541	ACFX	38542	ACFX	38543
ACFX	38544	ACFX	38546	ACFX	38547	ACFX	38548	ACFX	38549
ACFX	38550	ACFX	38552	ACFX	38553	ACFX	38556	ACFX	38557
ACFX	38558	ACFX	38560	ACFX	38561	ACFX	38563	ACFX	38564
ACFX	38565	ACFX	38567	ACFX	38568	ACFX	38569	ACFX	38572
ACFX	38574	ACFX	38578	ACFX	38579	ACFX	38580	ACFX	38583
ACFX	38584	ACFX	38588	ACFX	38591	ACFX	38597	ACFX	38598
ACFX	38599	ACFX	38606	ACFX	38613	ACFX	38616	ACFX	38619
ACFX	38621	ACFX	38623	ACFX	38626	ACFX	38627	ACFX	38629
ACFX	38634	ACFX	38635	ACFX	38637	ACFX	38638	ACFX	38641
ACFX	38643	ACFX	38645	ACFX	38655	ACFX	38656	ACFX	38658
ACFX	38676	ACFX	38677	ACFX	38706	ACFX	38707	ACFX	38708
ACFX	38709	ACFX	38710	ACFX	38711	ACFX	38712	ACFX	38713
ACFX	38714	ACFX	38715	ACFX	38716	ACFX	38717	ACFX	38718
ACFX	38719	ACFX	38720	ACFX	38721	ACFX	38722	ACFX	38723
ACFX	38724	ACFX	38725	ACFX	38726	ACFX	38727	ACFX	38728
ACFX	38729	ACFX	38730	ACFX	38731	ACFX	38732	ACFX	38733
ACFX	38734	ACFX	38735	ACFX	38736	ACFX	38737	ACFX	38738
ACFX	38739	ACFX	38740	ACFX	38741	ACFX	38742	ACFX	38743
ACFX	38744	ACFX	38745	ACFX	38746	ACFX	38747	ACFX	38748
ACFX	38749	ACFX	38750	ACFX	38751	ACFX	38786	ACFX	38787
ACFX	38788	ACFX	38789	ACFX	38790	ACFX	38791	ACFX	38792
ACFX	38793	ACFX	38794	ACFX	38795	ACFX	38796	ACFX	38797
ACFX	38798	ACFX	38799	ACFX	38800	ACFX	38801	ACFX	38802
ACFX	38803	ACFX	38804	ACFX	38805	ACFX	38806	ACFX	38807
ACFX	38808	ACFX	38809	ACFX	38810	ACFX	38811	ACFX	38812
ACFX	38813	ACFX	38814	ACFX	38815	ACFX	38816	ACFX	38817
ACFX	38818	ACFX	38819	ACFX	38820	ACFX	38821	ACFX	38822
ACFX	38823	ACFX	38824	ACFX	38825	ACFX	38826	ACFX	38827
ACFX	38828	ACFX	38829	ACFX	38833	ACFX	38861	ACFX	38864
ACFX	38865	ACFX	38866	ACFX	38867	ACFX	38868	ACFX	38869
ACFX	38870	ACFX	38871	ACFX	38872	ACFX	38873	ACFX	38874
ACFX	38875	ACFX	38876	ACFX	38877	ACFX	38878	ACFX	38879
ACFX	38880	ACFX	38881	ACFX	38882	ACFX	38883	ACFX	38884
ACFX	38902	ACFX	38957	ACFX	38958	ACFX	38959	ACFX	38961
ACFX	38963	ACFX	38964	ACFX	38965	ACFX	39192	ACFX	39434
ACFX	39435	ACFX	39436	ACFX	39437	ACFX	39438	ACFX	39439
ACFX	39449	ACFX	39450	ACFX	39451	ACFX	39452	ACFX	39453
ACFX	39454	ACFX	39455	ACFX	39456	ACFX	39457	ACFX	39458
ACFX	39459	ACFX	39460	ACFX	39461	ACFX	39462	ACFX	39463
ACFX	39464	ACFX	39465	ACFX	39466	ACFX	39468	ACFX	39469
ACFX	39470	ACFX	39471	ACFX	39472	ACFX	39633	ACFX	40305
ACFX	40306	ACFX	40307	ACFX	40308	ACFX	40309	ACFX	40310
ACFX	40311	ACFX	40312	ACFX	40313	ACFX	40314	ACFX	40315

ACFX	40316	ACFX	40317	ACFX	40318	ACFX	40319	ACFX	40320
ACFX	40321	ACFX	40322	ACFX	40323	ACFX	40324	ACFX	51012
ACFX	51013	ACFX	51014	ACFX	51015	ACFX	51016	ACFX	51148
ACFX	51149	ACFX	51152	ACFX	51158	ACFX	51162	ACFX	59928
ACFX	59929	ACFX	59954	ACFX	59955	ACFX	59956	ACFX	59957
ACFX	59958	ACFX	59996	ACFX	71161	ACFX	76807	ACFX	76808
ACFX	76809	ACFX	76810	ACFX	76811	ACFX	76812	ACFX	76813
ACFX	76814	ACFX	76877	ACFX	76878	ACFX	76879	ACFX	76880
ACFX	76881	ACFX	76882	ACFX	76883	ACFX	76884	ACFX	76885
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ACFX	76891	ACFX	76892	ACFX	76893	ACFX	76894	ACFX	76895
ACFX	76896	ACFX	76978	ACFX	76981	ACFX	76982	ACFX	76983
ACFX	76984	ACFX	76985	ACFX	76988	ACFX	76990	ACFX	76992
ACFX	76995								

TOTAL CARS 326

LESSEE CODE	LESSEE	CONTRACT / RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
0171	GEORGIA PACIFIC RESINS, INC.	6031	ACFX076978	T	1985	12/22/1993	09/30/1995	
	GEORGIA PACIFIC RESINS, INC.		ACFX076981	T	1985	12/22/1993	09/30/1995	
	GEORGIA PACIFIC RESINS, INC.		ACFX076983	T	1985	12/22/1993	09/30/1995	
	GEORGIA PACIFIC RESINS, INC.		ACFX076984	T	1985	12/22/1993	09/30/1995	
	GEORGIA PACIFIC RESINS, INC.		ACFX076990	T	1985	12/22/1993	09/30/1995	
	GEORGIA PACIFIC RESINS, INC.		ACFX076992	T	1985	12/22/1993	09/30/1995	
	GEORGIA PACIFIC RESINS, INC.		ACFX076995	T	1985	12/22/1993	09/30/1995	
0171		6031						7
0192	FORMOSA PLASTICS CORPORATION USA	00100B	ACFX038574	H	1985	12/01/1994	02/28/1995	1
0192		00100B						1
0235	PETROMONT AND COMPANY	5361	ACFX038531	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038534	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038541	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038543	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038546	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038547	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038548	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038552	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038556	H	1985	08/01/1990	07/31/1995	
	PETROMONT AND COMPANY		ACFX038558	H	1985	08/01/1990	07/31/1995	
0235	PETROMONT AND COMPANY	5361	ACFX038539	H	1985	08/01/1991	07/31/1996	10
	PETROMONT AND COMPANY		ACFX038958	H	1985	08/01/1991	07/31/1996	
	PETROMONT AND COMPANY		ACFX038959	H	1985	08/01/1991	07/31/1996	
0235		5554						3
0235		5554						13
0355	MILES INC.	3741	ACFX039192	H	1985	09/01/1985	08/31/1995	1
0355	MILES INC.	3741						1
0355	MILES INC.	5594	ACFX038963	H	1985	11/01/1991	10/31/1996	
0355	MILES INC.	5594	ACFX039633	H	1986	11/01/1991	10/31/1996	2
0355	MILES INC.	5878	ACFX038833	H	1985	08/01/1993	07/31/1998	1
0355	MILES INC.	5984	ACFX038334	H	1984	04/01/1994	03/31/1999	1
0355		5984						5

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
0362	MONSANTO COMPANY MONSANTO COMPANY MONSANTO COMPANY MONSANTO COMPANY MONSANTO COMPANY MONSANTO COMPANY	3544	ACFX076807 ACFX076808 ACFX076809 ACFX076810 ACFX076811 ACFX076812 ACFX076813 ACFX076814	T T T T T T T T	1985 1985 1985 1985 1985 1985 1985 1985	05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990	04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995	
0362	MONSANTO COMPANY	3544						8
0362								8
0366	H. MUENHLSTEIN & CO INC H. MUENHLSTEIN & CO INC	3560	ACFX038740 ACFX038741 ACFX038742 ACFX038743 ACFX038744 ACFX038745 ACFX038746 ACFX038747 ACFX038748 ACFX038749 ACFX038750 ACFX038751	H H H H H H H H H H H H	1985 1985 1985 1985 1985 1985 1985 1985 1985 1985 1985 1985	05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990 05/01/1990	04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995 04/30/1995	
0366		3560						12
0392	NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP	3553	ACFX059954 ACFX059955 ACFX059956 ACFX059957 ACFX059958	H H H H H	1985 1985 1985 1985 1985	07/01/1990 07/01/1990 07/01/1990 07/01/1990 07/01/1990	06/30/1995 06/30/1995 06/30/1995 06/30/1995 06/30/1995	
0392		3553						5
0392	NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP NATIONAL STARCH AND CHEMICAL COMP	3662	ACFX051012 ACFX051013 ACFX051014 ACFX051015 ACFX051016	H H H H H	1985 1985 1985 1985 1985	07/01/1990 07/01/1990 07/01/1990 07/01/1990 07/01/1990	06/30/1995 06/30/1995 06/30/1995 06/30/1995 06/30/1995	
0392		3662						5
0392								10
0437	NOVA ENERGY SYSTEMS INC. NOVA ENERGY SYSTEMS INC. NOVA ENERGY SYSTEMS INC.	3217	ACFX038598 ACFX038643 ACFX038645	H H H	1985 1985 1985	11/01/1984 11/01/1984 11/01/1984	10/31/1999 10/31/1999 10/31/1999	
0437		3217						3
0437	NOVA ENERGY SYSTEMS INC.	3446	ACFX038370	H	1984	02/01/1985	01/31/2000	

ANNEX B

LESSEE CODE	LESSEE	CONTRACT / RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
0437	NOVA ENERGY SYSTEMS INC.	52800002	ACFX038538	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038540	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038542	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038544	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038549	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038550	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038553	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038557	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038560	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038561	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038563	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038564	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038555	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038567	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038568	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038569	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038572	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038578	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038579	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038580	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038583	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038584	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038588	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038591	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038597	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038599	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038606	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038613	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038616	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038621	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038623	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038626	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038627	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038629	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038634	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038635	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038637	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038641	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038655	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038656	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038658	H	1985	05/01/1990	04/30/1995	
	NOVA ENERGY SYSTEMS INC.		ACFX038676	H	1985	05/01/1990	04/30/1995	
0437	NOVA ENERGY SYSTEMS INC.	52800002	ACFX038677	H	1985	05/01/1990	04/30/1995	48
					95			
0464	PROCTER & GAMBLE MFG COMPANY PROCTER & GAMBLE MFG COMPANY PROCTER & GAMBLE MFG COMPANY	96750523 ACFX051152 ACFX051158 ACFX051162	H H H H	1985 1985 1985 1985	10/01/1990 10/01/1990 10/01/1990 10/01/1990	09/30/1995 09/30/1995 09/30/1995 09/30/1995		

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LESSEE CODE	LESSEE	CONTRACT / RIDER	CAR IDENT	CAR OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
0601	QUANTUM CHEMICAL CORPORATION	ACFX039470	H	1985	1/1/1985	10/31/1995		
0601	QUANTUM CHEMICAL CORPORATION	ACFX039471	H	1985	1/1/1985	10/31/1995		
0601	QUANTUM CHEMICAL CORPORATION	ACFX039472	H	1985	1/1/1985	10/31/1995		
1021	ADM MILLING COMPANY	ACFX051148	H	1985	1/1/1990	10/31/1995		
1021	ADM MILLING COMPANY	ACFX051149	H	1985	1/1/1990	10/31/1995		
1021	ADM MILLING COMPANY	3787						2
1021	ADM MILLING COMPANY	3787						2
1030	WORLD MINERALS INC.	5656	ACFX038389	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038390	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038391	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038392	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038393	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038394	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038395	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038396	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038397	H	1985	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656	ACFX038398	H	1984	09/16/1991	01/31/1997	
1030	WORLD MINERALS INC.	5656						10
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038786	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038787	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038788	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038789	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038790	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038791	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038792	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038793	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038794	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038795	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038796	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038797	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038798	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038799	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038800	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038801	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038802	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038803	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038804	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038805	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038806	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038807	H	1985	01/01/1993	05/31/1995	
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038808	H	1985	01/01/1993	05/31/1995	

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038810	H	1985	01/01/1993	05/31/1995	
	WESTLAKE PVC CORPORATION	ACFX038811	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038812	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038813	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038814	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038815	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038816	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038817	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038818	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038819	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038820	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038821	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038822	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038823	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038824	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038825	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038826	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038827	H	1985	01/01/1993	05/31/1995		
	WESTLAKE PVC CORPORATION	ACFX038828	H	1985	01/01/1993	05/31/1995		
1461	WESTLAKE PVC CORPORATION	58320003	ACFX038829	H	1985	01/01/1993	05/31/1995	43
1461								43
1468	NESTE RESINS CANADA NESTE RESINS CANADA NESTE RESINS CANADA	6005	ACFX076982	T	1985	01/01/1994	09/30/1995	
		ACFX076985	T	1985	01/01/1994	09/30/1995		
1468		6005	ACFX076988	T	1985	01/01/1994	09/30/1995	3
1468								3